

NOTICE & REQUEST FOR PROPOSALS TOWN OF GILBERT

Services: Park Restroom Custodial Services

Solicitation Number: 2015-5002-0639

Proposal Opening/Deadline for Submittal 9:00 am, April 9, 2015

Location: Municipal Center, Room 233, 50 East Civic Center Drive, Gilbert, AZ 85296

Town Staff Contact/ telephone number: Diane Shannon, Phone 480-503-6818

Contract Documents available at: Bid documents may be downloaded from www.gilbertaz.gov/rfp at no charge.

Date and Location for Submittal of Sealed Proposals: Sealed proposals will be received at the Town of Gilbert Clerk's Office, Municipal Center, 50 East Civic Center Drive, Gilbert, Arizona 85296 until **9:00 am, April 9, 2015**, for the above services. Proposals must be submitted in a sealed envelope clearly marked on the outside with the name of the services and the solicitation number. Any proposal received after the time specified will be returned unopened. It is the proposer's responsibility to assure proposals are received at the above location on or before the specified time. Proposals will be opened at 9:00 am. in **Conference Room 233**, and the names of proposers publicly read aloud immediately after the time for receiving proposals.

Pre-Proposal Conference: A pre-proposal conference will be held on **March 24, 2015 at 10:00 am.** at the Municipal Center, Conference Room 300, 50 East Civic Center Drive, Gilbert, Arizona 85296 conference room 233.

Work Summary: Gilbert seeks Park Rest Room Custodial Services. The initial contract term will commence upon execution of the contract and continue through June 30, 2016. The contract may be renewed for up to four (4) additional one (1) year terms.

Proposal Requirement: Each proposal will be in accordance with the proposal requirements, set forth in the Request for Proposals, which may be downloaded from www.gilbertaz.gov/rfp or obtained by contacting Diane Shannon, phone 480- 503-6818. Any proposal which does not conform in all material respects to the Request for Proposals will be considered non-responsive.

Right to Reject Proposals: Gilbert reserves the right to reject any or all proposals, waive any informality in a proposal or to withhold the Award for any reason Gilbert determines.

Equal Opportunity: Gilbert is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit proposals on this solicitation.

DATED: March 11, 2015

TOWN OF GILBERT, ARIZONA

Publications Date(s)

_____, Town Clerk

March 11, 12, 13, 14
2015

**IMPORTANT
PROPOSER'S CHECK LIST**

- ☐ 1. The proposal has been signed in the Section V. (Proposals not signed in this section will not be considered.)
- ☐ 2. Authorized Signature Form is enclosed.
- ☐ 3. The proposal prices offered have been reviewed. (See Section 1.16)
- ☐ 4. Any required descriptive literature or other information have been included.
- ☐ 5. The Contract Time and/or schedules have been included.
- ☐ 6. Any addendums have been included/noted in Offer Section. (See Section 4.5)
- ☐ 7. The mailing envelope/package has been addressed to:
Town Clerk's Office
50 East Civic Center Drive
Gilbert, Arizona 85296
- ☐ 8. Proposal Package/Envelope has been identified with proposal number and title.
- ☐ 9. The proposal is submitted in time to be received and stamped in by Clerk's Office representative no later than specified time on designated date. (Otherwise the proposal cannot be considered.)
- ☐ 10. The Proposal Bond has been included.
- ☐ 11. Attachments 1, 2, 3, 4 and 5 have been completed and attached. Attachment 6, contract is for reference only and not be completed.

REQUEST FOR PROPOSAL DOCUMENTS FOR:
Park Restroom Custodial Services
2015-5002-0639
FOR THE TOWN OF GILBERT, ARIZONA

Gilbert intends to purchase Custodial Services in compliance with these specifications.

I. REQUIREMENTS FOR PROPOSERS.

1.1 Proposal Opening Date and Location: Proposals will be received in the office of the Town Clerk, Municipal Center, 50 East Civic Center Drive, Gilbert, Arizona 85296, until **9:00 am April 9, 2015**, at which time the names of the proposers will be opened and publicly read. Proposal prices will not be read. Late proposals will not be considered.

1.2 Proposal Documents Available: The Proposal Documents consist of four parts: I. Requirements for Proposers, II General Conditions, III Scope of Work, IV Specific Scope of Work and V Proposer's Proposal (form). The Proposal Documents are available for downloading from www.gilbertaz.gov/rfp or by contacting Diane Shannon, phone 480- 503-6818.

1.3 Incorporation of Proposal Documents: All of the Proposal Documents apply to and become a part of the terms and conditions of the proposal.

1.4 Proposal Form: Proposals must be submitted only on the proposal form. All proposals must be submitted in a sealed envelope clearly marked "**Proposal for Park Restroom Custodial Services - Office of the Town Clerk, Solicitation #2015-5002-0639.**"

1.5 Pre-Proposal Conference: A Pre-Proposal Conference will be held at **10:00 am. on March 24, 2015**, at the Muni I Building, Conference Room 300, located at 50 E. Civic Center Drive, Gilbert, AZ 85296. The Scope of Work will be reviewed, discussed and opened for questions. **Potential proposers are highly advised to attend.** Potential proposers will be able to ask for interpretations and clarifications of this RFP at that time. Gilbert will not be responsible to convey any clarifications to potential proposers who are not in attendance.

1.6 Town's Right to Reject Proposals: The Town of Gilbert reserves the right to reject any and all proposals and to waive technicalities.

1.7 Late Proposals: Late submittals and/or unsigned Proposals will not be considered under any circumstances. Envelopes containing Proposals with insufficient postage will not be accepted by Gilbert. It is the sole responsibility of the Proposer to see that his/her Proposal is delivered and received by the proper time and at the proper place.

1.8 Proposal Amendment or Withdrawal: A Proposal may be withdrawn anytime before the Proposal due date and time. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided by applicable law.

1.9 Public Record: All Proposals submitted in response to this solicitation and all evaluation related records shall become property of Gilbert and shall become a matter of public record for review, subsequent to proposal opening. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to Gilbert in Proposals submitted, and the information sought to be protected clearly marked as proprietary. Gilbert will not insure confidentiality of any portion of the proposal that is submitted in the event that a public record request is made. Gilbert will provide 48 hours notice before releasing materials identified by the proposal as confidential or proprietary in order for the proposer to apply for a court order blocking the release of the information.

1.10 Persons with Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Clerks Office. Requests shall be made as early as possible to allow time to arrange the accommodation.

1.11 Proposal Acceptance Period: All proposals shall remain open for 45 days after the day of the opening of proposals, but Gilbert may, at its sole discretion, release any proposal and return the proposal security (as applicable) prior to that date. No Proposer may withdraw his Proposal during this period without written permission from Gilbert. Should any Proposer refuse to enter into a contract, under the terms and conditions of the procurement, Gilbert may retain the security (as applicable), not as a penalty, but as liquidated damages.

1.12 Addendum: This Request for Proposals may only be modified by a written Addendum. Potential Proposers are responsible for obtaining all addenda.

1.13 Proposer Registration: Proposers shall register via the on-line Vendor Registration system at www.https://procure.az.gov, in order to automatically receive notification of Addenda to this Solicitation or notice of other solicitation opportunities. A Proposer who is not so registered must contact the Gilbert Contact person, Douglas E. Boyer, at (480) 503-6858 to make other arrangements to receive notice of Addenda to this Solicitation. All addenda will be posted on the Gilbert website at www.gilbertaz.gov/rfp.

1.14 Proposal Bond: Each Proposal will be submitted on the Proposal Form(s) included in the Contract Documents and will be accompanied by a certified check, cashier's check, or proposal bond for ten percent (10%) of the amount of the proposal, made payable to the Town of Gilbert.

1.15 General Evaluation Standards:

1.15.1 Gilbert seeks to obtain the services described above in the Scope of Work. Gilbert will evaluate proposals on the selection criteria set forth below. Gilbert will be the sole judge of whether the services offered are acceptable. Proposals from individuals who have provided inadequate services to municipalities in the past, or proposals offering services proven unsatisfactory in Town's sole judgment may be rejected and not considered.

- A. Firm Experience and Capability
- B. Expertise of Firm's Key Staff
- C. Pricing
- D. Local Firm Consideration
- E. Other Prior Projects

1.15.2 Gilbert reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so.

1.15.3 A Proposer (including each of its principals) who is lawfully prohibited from any public procurement activity may have its Proposal rejected.

1.15.4 Clarifications. Gilbert reserves the right to obtain Proposer clarifications where necessary to arrive at full and complete understanding of Proposer's product, service, and/or solicitation response. Clarification means a communication with a Proposer for the sole purpose of eliminating ambiguities in the Proposal and does not give Proposer an opportunity to revise or modify its proposal.

1.15.5 Waiver and Rejection Rights. The Town of Gilbert reserves the right to reject any or all Proposals or to cancel the solicitation altogether, to waive any informality or irregularity in any Proposal received, and to be the sole judge of the merits of the respective Proposals received.

1.16 Proposal Preparation:

1.16.1 Format. Proposers shall submit their Proposal with an original and three (3) copies and shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms.

A. Proposal may not exceed 20 single-sided pages (maximum 8½" x 11") with a minimum of 10 pt. type. Submissions exceeding the page limit will be considered non-responsive and will be returned to the Offeror without further evaluation.

B. The applicant's proposal shall include a one-page cover letter plus the following documents:

- Signed copy of Section V Proposer's Proposal – one (1) signed original and three (3) copies
- Proposer Experience and Qualifications (Attachment 2) – three (3) copies
- Pricing (Attachment 3) – three (3) copies
- Authorization for Release of Performance Information (Attachment 4) – three (3) copies
- References (Attachment 5) – three (3) copies
- **One (1) electronic copy of all documents via an USB flash drive.**

C. Do not include a table of contents. Tab dividers must not contain any evaluation information or pictures. Submittals may be plastic spiral bound only, do NOT use binders of any kind. Pages having photos, charts, and/or graphs that provide additional evaluation information, will be counted towards the maximum number of pages.

D. The following information is NOT included in the page limit:

- Proposal Cover - must not contain information that can be evaluated
- Cover letter - on company letterhead, maximum 1 page
- Resumes - for each key team member, maximum 1 page
- Attachment 1 – Authorized Signature Form
- Attachment 4 – Authorization for Release of Performance Information

1.16.2 No Facsimile or Electronic Mail Proposals. Proposals may not be submitted in facsimile or electronically. A facsimile or electronic mail Proposal shall be rejected.

1.16.3 Typed or Ink Corrections. The Proposal shall be typed or in ink. Erasures, interlineations or other modifications in the Proposal shall be initialed in ink by the person signing the Proposal.

1.16.4 No Modifications. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under applicable law.

1.16.5 Content. The Proposal shall contain all of the following information:

Brief Description of the Proposer's Firm

- A. Office location
- B. Length of time in business
- C. Total number of employees and number of local employees

- D. Names of principals, their disciplines, and Arizona registration.
- E. Services provided by the firm
- F. Experience in providing similar services within the last Three years
- G. Three (3) references

Project Team:

List those Key Staff individuals (example: supervisors or managers) who will do the work on this Contract. Provide the following information for each team member:

- A. Team assignment
- B. General qualifications
- C. Any project experience directly relevant to this Contract while with this firm
- D. Indicate current work load and *certify* that no Key Staff team members will be substituted without prior approval from the Town of Gilbert

Relevant Experience:

Include brief descriptions of Services completed by the project team that directly relate to this Contract. Information requested includes project name, client, locations, budget, completion date, and functional use of the facility. Current client contact and telephone numbers for each project are also requested. Indicate whether the design was completed on schedule, within budget, and please indicate and describe the circumstances. Also, indicate design problems encountered and solutions to those problems which were developed by the project team.

Other information required to be supplied with Proposal:

1.16.6 Solicitation Addendum Acknowledgement. Each Solicitation Addendum shall be acknowledged in the Proposal Section, which shall be submitted together with the Proposal on the Proposal due date and time. Failure to note a Solicitation Addendum may result in rejection of the Proposal.

1.16.7 Evidence of Intent to be Bound. The Proposal form within the Solicitation shall be submitted with the Proposal and shall include a signature by a person authorized to sign the Proposal. The signature shall signify the Proposer's intent to be bound by its Proposal and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.

1.16.8 Non-Collusion and Non-Discrimination. By signing and submitting the Proposal, the Proposer certifies that: the Proposer did not engage in collusion or other anti-competitive

practices in connection with the preparation or submission of its Proposal; and the Proposer does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

1.17 Inquiries

1.17.1 Duty to Examine. It is the responsibility of each Proposer to examine the entire Solicitation, seek clarification (inquiries), and examine its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for modifying or withdrawing the Proposal after the Proposal due date and time, nor shall it give rise to any Contract claim.

1.17.2 Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation should be directed solely to the Contact person listed on the cover page of the solicitation. The Proposer shall not contact or direct inquiries concerning this Solicitation to any other Town employee unless the Solicitation specifically identifies a person other than the Contact Person as a contact.

1.17.3 Submission of Inquiries. All inquiries except those at the Pre-Proposal Conference shall be submitted in writing and shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Proposal and not be opened until after the Proposal due date and time. Gilbert shall consider the relevancy of the inquiry but is not required to respond in writing.

1.17.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least ten (10) days before the Proposal due date and time for review and determination by Gilbert. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

1.17.5 No Right to Rely on Verbal Responses. A Proposer shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

II. GENERAL CONDITIONS

2.1 Contract Term; Renewal. If funds for this Contract are not appropriated or budgeted by July 1, 2015, Gilbert may terminate this contract by giving written notice to Contractor. Otherwise, The Contract term commences upon execution of the Contract and continues through June 30, 2016. The Contract may be renewed for up to four (4) additional one-year terms upon mutual agreement of the parties. The Contract may be renewed upon written approval of Gilbert's Purchasing Officer if: (1) the renewal Contract amount does not exceed \$100,000; or

(2) the original prices remain in effect during the renewal term. If at least 60 days prior to the end of the original term the Contractor requests a price adjustment, Contractor shall submit to the Town evidence of increased costs to the Contractor. Any price adjustment shall be in the sole discretion of Gilbert and shall not exceed the amount of increased cost to the Contractor. Price adjustment requests shall be a factor in the Contract extension review process. A price adjustment less than 10% of the original contract price may be approved by the Purchasing Officer. The Gilbert Council must approve renewal in all other cases. Any renewal shall be in writing and shall expressly state the prices for the services during the renewal term. Any renewal shall be contingent on funds being appropriated or budgeted for the renewal term.

2.2 Bonds:

2.2.1 Bonds Required. Concurrently with the execution of the Contract, the Contractor shall furnish Gilbert the following Bonds, which shall become binding upon the award of the Contract to the Contractor:

A Performance Bond in an amount equal to Fifty percent (50%) of the Contract amount conditioned upon the faithful performance of the Contract in accordance with Plans, Specifications and conditions thereof. Such Bond shall be solely for the protection of Gilbert.

A Payment Bond in an amount equal to Fifty percent (50%) of the Contract amount solely for the protection of the claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the Work provided for in such Contract.

2.2.2 Form. Bond forms to be executed are included with the Contract Documents. Each such Bond shall include a provision allowing the prevailing party in a suit on such Bond to recover as a part of this judgment such reasonable attorney's fees as may be fixed by a judge of the court. Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1 of the Arizona Revised Statutes and any amendments thereto. The Bonds shall be made payable and acceptable to Gilbert. The Bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State and the Bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official.

2.2.3 Contingent Award. Submittal of the required bonds as set forth in this paragraph is a condition precedent to this contract becoming effective.

2.3 Cooperative Use of Contract: Upon written approval of the Successful Proposer and Gilbert, this Contract may be tendered for use by other municipalities and government agencies.

2.4 Protests: Pursuant to the Municipal Code Section 2-365, a proposer may protest a solicitation or a contract award by filing a protest in writing with the purchasing officer not less than 72 hours before the closing date and time of the solicitation, or within 72 hours after issuance of a notice of apparent low responsive and responsible bidder, or a notice of intent to award. The protest shall include the following information: (1) the name, address and telephone number of the protester; (2) the signature of the protester or its authorized representative; (3) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents.

III. SCOPE OF WORK

Standard Specifications

Contractor's Employees

The contractor shall submit a current list of names of all employees who perform work under this Contract. Changes in the employment list shall be reported to the Town within 24 hours of such change.

Identification badges shall be furnished by the Contractor and worn by all the Contractor's employees while on Town's premises. The badge shall have the employee's picture, name and signature.

Access to each building shall be as directed by the Manager or authorized representative. All doors shall be locked on completion of and during the conduct of work if work occurs outside normal building hours.

Only authorized Contractor employees are allowed on the premises of the Town of Gilbert buildings.

Contractor's employees are specifically prohibited from signing or acknowledging receipt of deliveries to Town departments.

No Subcontractor shall be used in performing any of the work. All work shall be performed by contractor's employees.

Polygraph Examinations

Town reserves the right to demand polygraph examination of any Contractor employee before beginning work in the Town of Gilbert facilities.

IV. SPECIFIC SCOPE OF WORK TOWN OF GILBERT PARKS RESTROOMS

Scope

Contractor to provide daily restroom cleaning of specified Town Park Facilities. The specific cleaning requirements specified in this document are considered minimum acceptable cleaning requirements. It is expressly understood by the Contractor that the intent of this Contract to supply the complete custodial services for the designated portions of the park restrooms listed.

The specific cleaning requirement specified in this document is considered minimum acceptable cleaning requirements. It is expressly understood by the Contractor that the intent of this Contract is to supply the complete custodial services for the designated portions of the buildings listed.

Supplies

The Town shall furnish any and all cleaners, disinfectants, urinal blocks and any other products required to provide the cleaning services specified. The Town will provide hand towels, trash can liners, toilet tissue, hand soaps, and sanitary napkin disposal bags. The Contractor shall fill all product dispensers. The Contractor shall adhere to the detailed cleaning schedule.

Equipment

Each employee shall be equipped by the Contractor with the necessary equipment to perform the proper performance of the cleaning as specified. This equipment shall be available and in possession of the employee at all times while carrying out these duties. Includes step ladders for cleaning light fixtures.

Work Schedules

All work to be completed between the hours of 10:00pm – 7:00am unless the work is of an emergency nature or approved by the designated Town representative. All park restrooms are to be cleaned 7 days per week 365 days per year, Monday through Sunday. In addition; the Park and Ride Lot Heritage District (Page and Ash) will be cleaned on Fridays, Saturdays and Sundays between the hours of 1:00pm and 3:00 pm due to the increased foot traffic in the downtown corridor.

Facilities:

Freestone Park Ball Field Restrooms
1045 East Juniper Avenue
Square footage to be cleaned approximately 400 sf.

Freestone Skate Park Restrooms
1045 East Juniper Avenue
Square footage to be cleaned approximately 550 sf.

Freestone Park Large Ramada Restrooms
1045 East Juniper Avenue
Square footage to be cleaned approximately 530 sf.

Cosmo Park Restrooms
2502 East Ray Road
Square footage to be cleaned approximately 440 sf.

Discovery Park Restrooms
2214 East Pecos Road
Square footage to be cleaned approximately 370 sf.

Crossroads Park Concession Restrooms
2155 East Knox Road
Square footage to be cleaned approximately 260 sf.

Hetchler Park (GYSC) Concessions Restrooms
4260 South Greenfield Road
Square footage to be cleaned approximately 460 sf.

McQueen Park East (Phase I) Concession Restrooms
510 North Home Street
Square footage to be cleaned approximately 300 sf.

McQueen Park West (Phase III) Concession Restrooms
495 North McQueen Road
Square footage to be cleaned approximately 340 sf.

McQueen Park Tennis Court Restrooms
525 North Home Street
Square footage to be cleaned approximately 450 sf

Riparian Preserve at Water Ranch South Restrooms
2757 East Guadalupe Road
Square footage to be cleaned approximately 350 sf

Riparian Preserve at Water Ranch North Restrooms
2757 East Guadalupe Road
Square footage to be cleaned approximately 600 sf

Park and Ride Lot—In addition to the Nightly cleaning, also need cleaning Friday,
Saturday and Sunday afternoons
Heritage District (Page and Ash)
Square footage to be cleaned approximately 150sf

**GENERAL ITEMS BELOW ARE TO BE PERFORMED AT EACH
SCHEDULED CLEANING:**

Cleaning

A. Trash

All restrooms will have interior trash removed and outside water fountains. attached to or in vicinity of restroom building cleaned. Empty and clean trash containers including tops both outside and inside with disinfectant.

B. Floors

All floor areas behind doors, along wall base, wastepaper containers, and other furnishings shall be free of dirt, debris, streaks, stains, and gum.

C. Stainless Steel

All kick plates, doors, partitions, restroom fixtures (to include plumbing pipe under sinks) are to be cleaned and polished free of streaks.

D. Walls/Partitions

Areas around light switches are to be kept clean. Areas around door facings are to be kept clean and spot free. There are to be no tissue balls left on ceilings or walls. Clean the walls/partitions to include behind toilets, above sinks and toilets with disinfectant.

E. Doors

Clean all doors (around door knobs and tops of doors) leave no smudges or streaks. Clean all door and stall handles with disinfectant.

F. Lights

Light fixtures shall be maintained free of dust accumulations and dead insects outside of the fixture.

G. All Vents

Air or exhaust vents throughout the facilities shall be dusted or washed and shall be free of lint and dust at all times.

H. Ledges and Counter tops

Damp clean all ledges and counter tops with disinfectant.

I. Water Fountains

Water fountains are to be cleaned and shined with disinfectant, leaving no streaks or hard water stains.

J. Floors

Dust, sweep, mop and clean toilet areas. Wet mop and disinfect floors. Areas behind toilets, along wall bases, and under urinals are to be free of odor causing stains, dirt and debris.

K. Dispensers

Empty, clean/ disinfect /shine and refill dispensers which include hand towels, hand dryers and toilet paper. Change sanitary napkin liners and trash can liners and discard properly.

L. Storage Closets (Janitor's work area)

Sinks are to be free of dirt and debris at all times. Dust and damp mop floor areas. Cleaning supply inventory is maintained by Park Staff. All inventory must remain on premises for accountability.

M. Floor drains

Pour water down all floor drains in the cleaning areas. Refer to mopping standards Section 3-7

N. Exterior (Entry area only)

Side and overhead walls and door frames cleaned of dust and cobwebs

Standard of Performance

A. In General

These standards of performance are **minimum recommendations** and do not replace or supersede the latest industry standards or material and equipment manufacturer's recommendations. Consult Town Representative in the event of or question or conflict.

B. Dusting Standards

Dust cloths and equipment used shall be clean. Dust cloths shall be treated to avoid scattering of dust. Hard rubbing shall be avoided as streaks may be left.

C. Sweeping Standards

Resilient and wood floors shall be swept with clean, chemically treated mops. Concrete floors shall be swept with a bristle floor brush, with sweeping compound where applicable, or treated mops if surface has been finished.

Floors shall show no dust or dirt streaks and no dust or dirt shall be left behind and under radiators, furnishings, pipes, benches, work tables, doors, corners, or any other object that is not installed or securely fastened in place.

Baseboards, furniture, wall corners and equipment shall not be disfigured or smeared by tools and materials used in performance of the cleaning.

Gum and similar substances shall be removed from floors. Sweeping compounds shall not be used on waxed floors.

D. Mopping Standards

Only small areas of floors shall be mopped, rinsed and dried at one time, and in such a manner that the least amount of water necessary to do the job is used. Water shall be left on the floor long enough to loosen the dirt. Wash and rinse water shall be changed frequently

using hot water.

Floors shall be cleaned and free from film, mop streaks and scuff marks. Baseboards or cove base shall be cleaned with the floor in order to avoid mop build up. Water seepage under baseboards, bumping baseboards, and corners of furniture, ends of partitions, and splashing water on walls, baseboards or furniture is not permitted. Hard to reach places shall be washed by hand.

Tile grout shall be maintained in a clean manner, not allowing stains to build up.

Mop water will be properly disposed of by way of janitorial sink, floor drain, or toilet which will be cleaned after the disposal. Water will never be emptied, drained, or disposed of in turf or landscape areas.

Wet mop and disinfect floors.

E. Toilet Room Cleaning Standards

Every toilet, urinal, lavatory and sink, associated fixtures and floors shall be properly cleaned each day. Disinfectant will be supplied by the Town and shall be applied per manufacturer's recommendation.

Toilet bowl exteriors shall be washed, disinfected and wiped clean. Toilet bowl interiors and undersides of rims shall be cleaned thoroughly with an acceptable toilet bowl cleaner. Toilet brush cleaning of interiors of toilet bowls shall include working the brush as far into the trap as it will reach. Toilets shall be flushed after cleaning to rinse and the seat lid left in the upright position. Toilet seats shall be cleaned with germicidal detergent.

Urinal exteriors shall be washed, disinfected and wiped clean. Urinal interiors and underside of rims shall be cleaned thoroughly with a toilet bowl cleanser. Urinals shall be flushed after cleaning to rinse.

Areas behind toilets, along wall bases, and under urinals are to be free of odor causing stains, dirt and debris.

Clean the walls/partitions to include behind toilets, above sinks and toilets with disinfectant.

Empty and clean trash container both outside and inside if needed with disinfectant, install new can liner.

Chrome-plated hardware shall be cleaned with a non-abrasive, non-acid product manufactured for this type of cleaning.

Washing of toilet room floors shall be performed with suitable disinfectant cleanser and ample solutions shall be used to thoroughly wet the floor. The solution shall be allowed to remain on the floor until all dirt is loosened, and where required, it shall be mopped with the heel of the mop, using enough pressure to remove stubborn dirt and scuffs. Care shall be taken to insure all edges and corners are cleaned. The washing solution shall be picked up or squeezed to the drain and the floor shall be thoroughly clear water rinsed with hot water, disinfectant and mopped dry.

Toilet room mirrors, shelving, and other fixtures shall be cleaned thoroughly, using non-abrasive cleaner. Walls and stall partitions shall be spot washed with a neutral cleaner.

Grout joints shall be scrubbed with a soft bristle brush

Cleaning solution shall be rinsed of and walls shall be dried to a high luster, free from streaks and soap film.

F. Work Orders for Extra Work

Any specialty and/or, extra work to be done must be requested through the Park Management's representative. The representative will determine the necessity of the project, receive a cost quote from the contractor and obtain final approval from the Director before issuing a work order or approval to the Contractor

Work order type work is work that does not come within the realm of the specified scope of work for the individual locations. All extra work will be approved by final Change Order.

EXAMPLE: High dusting above 120"

Outside/inside perimeter glass wall to deck glass
Partition glass

G. Damage, Vandalism and Graffiti Reporting

Contractor will be responsible for reporting all damage, acts of vandalism, and graffiti to the Park Management's representative upon discovery. Graffiti in excess of a 2ftx2ft section will be reported but not removed until such time that is documented by Parks Personnel. Graffiti the size no larger than 2ft x 2ft to be removed by Contractor.

H. Routine Maintenance

Contractor will conduct routine maintenance needed to insure toilets, urinals, and sinks are operating properly, to include use of plunger to unclog. Maintenance that necessitates removal of pipes or other maintenance will be reported immediately to Parks Representative for initiation of a Work Order. Report will include nature of maintenance

Services RFP
Form No. 1.3.5
Revised August 2, 2013

needed, facility, what if any maintenance, has been conducted to alleviate the problem.

Gilbert Park maintenance contacts include:

Robert Lupe 602-721.4758 robert.lupe@gilbertaz.gov (Maintenance Tech)

Eddie Woznica 602-721-2982 eddie.woznica@gilbertaz.gov (Maintenance Tech)

Doug Hurley 602-721-8327 doug.hurley@gilbertaz.gov (Parks Operations Supervisor)

Laurel Miller 480-503-6274 laurel.miller@gilbertaz.gov (accounts payable)

I. Identification

Contractor will provide the name of all employees to Gilbert. Contractor's employees shall be required to wear a clean uniform/shirt bearing the Contractor's name. Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification, such as a name tag or identification card. All employees shall be in possession of the necessary identification to comply with Federal laws.

J. Vehicles on Town Property

Vehicles used by the contractor or the contractor's representative will be identified by an approval letter or sign (placard), furnished by the Department, and placed in the windshield or body of the vehicle while working in Town restrooms. A list of vehicles (make, model, license plate#) that will be displaying the placard will be furnished to the Park Management's representative. The list of vehicles must be kept current. Contractor shall drive only in the designated areas defined by Park personnel. Contractor will not play loud music.

K. Verification of work standards

Staff will meet with contractor on a quarterly basis at each restroom location to verify work standards and ensure scope of work is achieved which will include completion of the Quarterly Performance Checklist identified as Attachment A. Any area identified as "needs improvement" must be corrected within 48 hours. Noncompliance of correction may cause a 10% deduction in payment to Contractor.

Attachment A
Quarterly Performance Checklist

Date:			
Location:			
Town of Gilbert Staff:			
Contractor Staff:			
Cleaning	Acceptable Y / N?	Needs Improvement*	Details of what needs improvement
Trash			
Floors			
Stainless Steel			
Walls/Partitions			
Doors			
Lights			
Vents			
Ledges & Countertops			
Water Fountains			
Floors			
Dispensers			
Storage Closets			
Floor Drains			
Exterior			
*Areas that need improvement must be corrected within 48 hours as per section 3.15 of contract			
Notes:			

Report any damage including graffiti and any repair orders to:
Laurel Miller 480-503-6274
Eddie Woznica 602-721-2982
Robert Lupe 602-721-4758

Services RFP
Form No. 1.3.5
Revised August 2, 2013

V. PROPOSER'S PROPOSAL

4.1 Proposer's Proposal: For the proposal April 9, 2015 for services.

4.2 Covenant Clause: It is expressly agreed by Proposer that these covenants are irrevocable and perpetual.

4.3 Conditions Accepted: The undersigned Proposer declares that before preparing this proposal, he or she has read the Proposal Documents carefully, and that this proposal is made with full knowledge of the kind, quality and quantity of services to be furnished by signing this proposal. Proposer agrees to all conditions contained in the Proposal Documents.

4.4 Contract Acceptance: Proposer proposes and agrees that if this proposal is accepted, he or she will enter into a contract with the Town of Gilbert within ten (10) days after Gilbert's acceptance of this proposal at the listed scheduled price.

4.5 Affidavit: The following affidavit is submitted by the Proposer as part of this proposal:

The State of Arizona)
) ss.
Maricopa County)

The undersigned deponent, of lawful age, being duly sworn upon his oath, deposes and says:

That he/she has lawful authority to execute the within and foregoing proposal; that he/she has executed the same by subscribing his/her name hereto under oath for and on behalf of said Proposer; that Proposer has not directly or indirectly entered into any agreement, express or implied, with any Proposer or Proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or the Proposers, the parceling out to any Proposer or any other person of any part of the contract or any part of the subject matter of the proposal or proposals or of the profits thereof, and that he/she has not and will not divulge the sealed proposal to any other person whatsoever, except those having a partnership or financial interest with him and said Proposer, until after the sealed proposal or proposals are open.

That Proposer has received and reviewed all Addenda Nos. _____ issued for this Proposal. (Proposer's failure to list all Addenda numbers issued shall be grounds for rejection of the Proposal).

Name

Title

SUBSCRIBED AND SWORN TO BEFORE ME this ____ day of _____,
20__, by _____.

Notary Public

My Commission Expires:

PROPOSAL BOND

(Surety Bond)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,
(hereinafter "Principal"), and the _____, a
corporation duly organized under the laws of the State of _____, duly licensed in and
holding a certificate of authority to transact surety business in the State of Arizona issued by the
Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter
"Surety"), as Surety, are held and firmly bound unto Gilbert, a municipal corporation as Obligee,
in the sum of ten percent (10%) of the amount of the bid included in the proposal, submitted by
the Principal to the Mayor and Council of Gilbert, for the Work described below, for the
payment of which sum, well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally,
firmly by these presents, and in conformance with A.R.S. § 34-201.

WHEREAS, the Principal is herewith submitting its Proposal for _____
_____.

NOW, THEREFORE, if Gilbert shall accept the Proposal of the Principal and the
Principal shall enter into a Contract with Gilbert, in accordance with the terms of such proposal
and give the Bonds and Certificates of Insurance as specified in the Specifications with good and
sufficient surety for the faithful performance of the Contract and for the prompt payment of labor
and material furnished in the prosecution of the Contract, or in the event of the failure of the
Principal to enter into the Contract and give the Bonds and Certificates of Insurance, if the
Principal pays to Gilbert the difference not to exceed the penalty of the bond between the amount
specified in the Proposal and such larger amount for which Gilbert may in good faith Contract
with another party to perform the Work covered by the Proposal, then this obligation is void.
Otherwise it remains in full force and effect provided, however, that this Bond is executed
pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this
Bond shall be determined in accordance with the provisions of the Section to the extent as if it
were copied at length herein.

This Surety Bond shall not be executed by an individual surety or sureties, even if
the requirements of A.R.S. Section 7-101 are satisfied.

Signed and sealed this _____ day of _____, 20____.

Principal

Title

Witness:

Surety

Witness:

Title

Address of Surety:

* Attach Power of Attorney

ATTACHMENT 1
TOWN OF GILBERT, ARIZONA
AUTHORIZED SIGNATURE FORM

Gilbert Contract Number: _____

Contractor Name: _____

WHEREAS, the Town of Gilbert requires that Contractor execute documents necessary for the prompt and efficient execution of the business related to the CONTRACT;

NOW, THEREFORE, on behalf of the Contractor, I hereby declare that

(Name of Parties Authorized)

is/are authorized to execute and sign on behalf of said Contractor the following documents:

- | | |
|-----------------|-------------------------------|
| 1. The CONTRACT | 5. CHANGE ORDERS |
| 2. The Bond | 6. All other papers necessary |
| 3. Payrolls | for the conduct of the |
| 4. Claims | corporation's affairs and |
| | the execution of the CONTRACT |

The above-named person is granted the authority and duties herein referenced for the duration of the CONTRACT for this PROJECT or until express notice of revocation has been duly given in writing, whichever is the lesser period. In the event Contractor is governed by a Board of Directors, a copy of the Resolution of the Board granting authority to said person(s) is attached hereto, and I hereby verify that such Resolution remains in full force and effect.

Name

Title

(Seal of Corporation)

STATE OF _____)
) ss.
County of _____)

I, _____ of the _____
corporation, do hereby certify that the above is a true and correct copy of a resolution adopted by
the Board of Directors of said corporation, at a meeting of said Board held on
_____, 20_____, and that the same is in full force and effect at this
time.

DATED _____, 20_____.

(Officer of Corporation)

(Seal of Corporation)

STATE OF _____)
) ss.
County of _____)

This instrument was acknowledged before me this _____ day of
_____, 20_____ by _____,
appearing before the undersigned Notary Public, and stated that he executed such instrument on
behalf of said corporation for the purpose and consideration therein expressed.

Notary Public

My Commission Expires:

ATTACHMENT 2

PROPOSER EXPERIENCE AND QUALIFICATIONS

Firm Information:

	<u>RESPONSE</u>
Office location where service will be provided from	
Length of time in business	
Services provided by the firm and length of time providing each	
Total number of employees and number of local employees	

Project Team:

List those Key Staff individuals (example: supervisors or managers) who will do the work on this Contract. Provide the following information for each team member:

- Team assignment, including the name of the client representative that will be dedicated to the Town to manage all inquiries and concerns.
- General qualifications
- Any project experience directly relevant to this Contract while with this firm
- Certify that no team members will be substituted without prior approval from the Town of Gilbert

ATTACHMENT 3

PRICING

Include any and all pricing for the services requested.

Scope of Work I - General Town Facilities

FACILITY	Cost Center (Town use only)	Monthly Pricing	Yearly Pricing
Freestone Park Ball Field Restrooms 1045 East Juniper Avenue SQFT to be cleaned approximately 400 sf	110100.50020101.5231		
Freestone Skate Park Restrooms 1045 East Juniper Avenue SQFT to be cleaned approximately 550 sf.	110100.50020101.5231		
Freestone Park Large Ramada Restrooms 1045 East Juniper Avenue SQFT to be cleaned approximately 530 sf.	110100.50020101.5231		
Cosmo Park Restrooms 2502 East Ray Road SQFT to be cleaned approximately 440 sf.	110100.50020132.5231		
Discovery Park Restrooms 2214 East Pecos Road SQFT to be cleaned approximately 370 sf	110100.50020131.5231		
Crossroads Park Concession Restrooms 2155 East Knox Road SQFT to be cleaned approximately 260 sf.	110100.50020102.5231		
Hetchler Park (GYSC) Concessions Restrooms 4260 South Greenfield Road SQFT to be cleaned approximately 460 sf	110100.50020104.5231		
McQueen Park East (Phase I) Concession Restrooms 510 North Home Street SQFT to be cleaned approximately 300 sf.	110100.50020103.5231		

FACILITY	Cost Center	Monthly Pricing	Yearly Pricing
McQueen Park West (Phase III) Concession Restrooms 495 North McQueen Road SQFT to be cleaned approximately 340 sf.	110100.50020103.5231		
McQueen Park Tennis Court Restrooms 525 North Home Street SQFT to be cleaned approximately 450 sf	110100.50020103.5231		
Riparian Preserve at Water Ranch South Restrooms 2757 East Guadalupe Road SQFT to be cleaned approximately 350 sf	210201.50020200.5231		
Riparian Preserve at Water Ranch North Restrooms 2757 East Guadalupe Road SQFT to be cleaned approximately 600 sf	210201.50020200.5231		
Park and Ride Lot Restrooms Heritage District (Page and Ash) SQFT to be cleaned approximately 150sf	120100.45040000.5231		
Extra Cleaning Fee per restroom for 2 hours of cleaning time for special events (price 2 hours for <i>any</i> park)	TBD		
	Totals		

ATTACHMENT 4

TOWN OF GILBERT, ARIZONA

AUTHORIZATION FOR RELEASE OF PERFORMANCE INFORMATION

I, _____, the undersigned, on behalf of _____
(this company), do hereby consent and authorize all those companies and government entities
listed in my Proposal and any other government entity for whom this company has performed
professional services, to disclose and release to the Town of Gilbert, or their representatives,
information, records and opinions concerning this company's professional services performance.

The purpose of this disclosure is to provide references to the Town of Gilbert.

_____ hereby waives any claim it may have against the Town of
Gilbert or any company or entity providing information to the Town of Gilbert by reason of any
information being disclosed or opinions provided regarding the actions or performance of this
company.

This authorization for disclosure of information is effective for six (6) months.

This consent or copy of this authorization shall be as valid and effective as the original.

Dated: _____

By: _____

ATTACHMENT 5

TOWN OF GILBERT, ARIZONA

REFERENCES

Provide names, addresses, and telephone numbers of entities for whom your organization has provided similar goods or services, preferably within the past five years. These references will be checked, so please make sure all information is accurate and current. Offerors may make multiple copies of this document if necessary.

A. Entity: _____

Address: _____

Contact: _____

Phone: _____

Email: _____

Service Date(s)/Contract Value (\$): _____

Goods or Services provided: _____

B. Entity: _____

Address: _____

Contact: _____

Phone: _____

Email: _____

Service Date(s)/Contract Value (\$): _____

Goods or Services provided: _____

C. Entity: _____

Address: _____

Contact: _____

Phone: _____

Email: _____

Service Date(s)/Contract Value (\$): _____

Goods or Services provided: _____

ATTACHMENT 6

AGREEMENT FOR SERVICES Contract No. 2015-5002-0639

THIS Agreement is entered into as of this ____ day of _____, 20____, by and between the Town of Gilbert, Arizona, a municipal corporation, hereinafter referred to as the “Town” and _____, hereinafter referred to as the “Contractor.”

FOR THE PURPOSE of providing Park Rest Room custodial services for the Town of Gilbert, Gilbert and Contractor do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of the Contractor. In consideration of the mutual promises contained in this Agreement, Gilbert engages the Contractor to render services set forth herein, in accordance with all the terms and conditions contained in this Agreement.

1.2 Scope of Services. The Contractor shall do, perform and carry out in a satisfactory and proper manner, as determined by Gilbert, the services set forth in this Agreement, including all exhibits (“Services”). The specific scope of work is set forth in Exhibit A.

1.3 Responsibility of the Contractor.

1.3.1 Contractor hereby agrees that the documents and reports prepared by Contractor will fulfill the purposes of the Contract, shall meet all applicable code requirements and shall comply with applicable laws and regulations. In addition, and not as a limitation on the foregoing, such documents and reports prepared by Contractor shall be prepared in accordance with professional Consulting standards, as applicable. Any review or approval of said documents and reports does not diminish these requirements.]

1.3.2 Contractor shall tour the Services site and become familiar with existing conditions, including utilities, prior to commencing the Services and notify Town of any constraints associated with the Services site.

1.3.3 Contractor shall procure and maintain during the course of this Agreement insurance coverage required by Paragraph 4 of this Agreement.

1.3.4 Contractor shall designate _____ as Contractor Representative and all communications shall be directed to him. Key Contractor Personnel are set forth in Exhibit B. “Key Personnel” includes the Contractor employee who will place his license number and signature on key documents and those employees who have significant responsibilities regarding the Services and Contract.] Prior to changing such designation Contractor shall first obtain the approval of Gilbert.

1.3.5 Contractor shall obtain its own legal, insurance and financial advice regarding Contractor's legal, insurance and financial obligations under this Agreement.

1.3.6 Contractor shall coordinate its activities with Gilbert's representative and submit its reports to Gilbert's representative.

1.3.7 Contractor shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and completion of the Services. Contractor shall provide and pay for and insure for all equipment necessary for the Services.

1.3.8 Contractor shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. Contractor shall pay all applicable taxes. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.

1.4 Responsibility of Gilbert.

1.4.1 Gilbert shall cooperate with the Contractor by placing at his disposal all available information concerning the Services.

1.4.2 Gilbert designates facilities Maintenance Manager or his appointed representative as its Gilbert Representative. All communications to Gilbert shall be through its Gilbert Representative.

1.5 Contract Term; Renewal.

Contract Term; Renewal. If funds for this Contract are not appropriated or budgeted by July 1, 20__, Gilbert may terminate this contract by giving written notice to Contractor. Otherwise, the Contract commences upon execution of the Contract and continues through June 30, 2016. The Contract may be renewed for up to four (4) additional one-year terms upon mutual agreement of the parties. The Contract may be renewed upon written approval of Gilbert's Purchasing Officer if: (1) the renewal Contract amount does not exceed \$100,000; or (2) the original prices remain in effect during the renewal term. If at least 60 days prior to the end of the original term the Contractor requests a price adjustment, Contractor shall submit evidence of increased costs to the Contractor. Any price adjustment shall be in the sole discretion of Gilbert and shall not exceed the amount of increased cost to the Contractor. Price adjustment requests shall be a factor in the Contract extension review process. A price adjustment less than 10% of the original contract price may be approved by the Purchasing Officer. The Gilbert Council must approve renewal in all other cases. Any renewal shall be in writing and shall expressly state the prices for the services during the renewal term. Any renewal shall be contingent on funds being appropriated or budgeted for the renewal term.

1.6 Schedule of Services. The Schedule of Services is set forth in Exhibit C. If this Contract is renewed, a new Schedule of Services shall be mutually agreed upon.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. All compensation for complete and satisfactory completion of services rendered by Contractor shall be set forth in Exhibit D and shall not exceed \$_____.

2.2 Method of Payment. Method of payment shall be set forth in Exhibit D. If payment is to be made monthly, Contractor shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for services completed.

2.3 Invoices. Gilbert reserves the right to deduct up to ten percent (10%) from the invoiced amount for any invoice submitted more than sixty (60) days after the Services are completed. Invoices for the month of July shall be submitted on or before August 1st. Invoices submitted after the close out of the fiscal year (August 1st) shall not be paid by Gilbert.

2.4 The Contractor shall provide to Gilbert its completed W-9 Form prior to receipt of any Compensation.

2.4 Taxes. Contractor will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or services generally taxable to the Contractor are eligible for a tax exemption, credit or deduction due to the nature of the item, at Contractor's request, Gilbert will assist Contractor in applying for and obtaining the same.

3. CHANGES TO THE SCOPE OF SERVICES

3.1 Change Orders. Gilbert may, at any time, and by written change order, make changes in the services to be performed under this Agreement. A form of change order is attached hereto as Exhibit E. If such changes cause an increase or decrease in the Contractor's cost or time required for performance of any services under this Agreement, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by Contractor will be allowed by Gilbert except as provided herein nor shall Contractor provide any services or furnish any materials not covered by this Agreement unless Gilbert first approves in writing.

3.2 Emergency Response.

3.2.1 Response. Gilbert is an emergency response organization. Contractor services or supplies may be required in case of an emergency involving a sudden, immediate threat of danger to the public health, welfare or property in Gilbert ("local emergency") or in the case where the Mayor of Gilbert, the mayor or governing body of another municipality in Maricopa County, the Maricopa County Board of Supervisors, the State, or the President of the U.S. has declared an emergency ("State of Emergency"). In the event of a local emergency or State of Emergency, Gilbert may require Contractor to provide services or supplies as rapidly as possible

and to such locations as directed by Gilbert when necessary to protect the public health and welfare and/or property. Contractor shall not be required to respond to the extent response is not feasible due to Acts of God or other factors beyond its control.

3.2.2 Emergency Contact. Contractor shall provide the designated Gilbert Emergency Management Coordinator at (480) 503-6333 and the designated Gilbert representative with a contact point (name, cell phone number, e-mail and facsimile number) who can be reached on a 24 hour/7 days a week basis so that effective response can be initiated. Contractor's contact person(s) must be able to communicate with Gilbert within one (1) hour from the time the contact person is telephoned by Gilbert.

3.2.3 Payment. Contractor shall be paid a premium not to exceed 10% above the standard contract prices for any services or supplies provided in the case of an emergency, at Gilbert's direction, and shall be entitled to reimbursement of expenses not covered by the standard contract prices at a premium not to exceed 10% above actual expenses. In considering the premium to be paid, Gilbert shall consider the good-faith efforts of Contractor to respond, the timeliness of response, and any other factors deemed relevant by either of the parties. If Gilbert believes Contractor's response was adequate, the full 10% premium will be paid; if not, Gilbert, in its reasonable discretion, will pay a lesser premium.

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

4.1 General. Contractor agrees to comply with all Gilbert ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Gilbert. Failure to maintain insurance as specified may result in termination of this Agreement at Gilbert's option.

4.2 No Representation of Coverage Adequacy. By requiring insurance herein, Gilbert does not represent that coverage and limits will be adequate to protect Contractor. Gilbert reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Gilbert, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by Gilbert, unless specified otherwise in this Agreement.

4.5 Primary Insurance. Contractor's insurance shall be primary insurance as respects performance of subject contract and in the protection of Gilbert as an Additional Insured.

4.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

4.7 Waiver. All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Gilbert, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.8 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage, which contain deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provided to Gilbert. Contractor shall be solely responsible for any such deductible or self insured retention amount. Gilbert, at its option, may require Contractor to secure payment of such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.9 Use of Subcontractors. No Subcontractor shall be used in performing any of the work. All work shall be performed by contractor's employees.

4.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, Contractor shall furnish Gilbert with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Contractor's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by Gilbert on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to Gilbert Risk Manager. If any of the above cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

4.10.1 Gilbert, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

- a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.
- b. Auto Liability-Under ISO Form CA 20 48 or equivalent.
- c. Excess Liability-Follow Form to underlying insurance.

4.10.2 Contractor's insurance shall be primary insurance as respects performance of this Agreement.

4.10.3 All policies, including Workers' Compensation, waive rights of recovery (subrogation) against Gilbert, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by Contractor under this Agreement.

4.10.4 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.11 Required Coverage:

4.11.1 Commercial General Liability: Contractor shall maintain "occurrence" from Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Gilbert, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.2 Professional Liability: Contractor shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by Contractor, or anyone employed by Contractor, or anyone for whose acts, mistakes, errors and omissions Contractor is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claims and \$2,000,000 all claims. Professional Liability coverage specifically shall contain contractual liability insurance covering the contractual obligations of this Agreement. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and Contractor shall be

required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

4.11.3 Vehicle Liability: Contractor shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., coverage code "1" any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, Gilbert, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.4 Workers' Compensation Insurance: Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless Gilbert, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused by the Contractor, its agents, employees or any tier of Contractor's subcontractors related to the Services in the performance of this Agreement. Contractor's duty to defend, hold harmless and indemnify Gilbert, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by Contractor's acts, errors, mistakes, omissions, Services in the performance of this Agreement including any employee of the Contractor, any tier of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, Services the Contractor may be legally liable including Gilbert. Such indemnity does not extend to Gilbert's negligence.

5.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

6. TERMINATION OF THIS AGREEMENT

6.1 Termination. Gilbert may, by written notice to the Contractor, terminate this Agreement in whole or in part with seven (7) days notice, either for Gilbert's convenience or because of the failure of the Contractor to fulfill his contract obligations. Upon receipt of such notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to Gilbert copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by the Contractor in the event of substantial failure by Gilbert to fulfill its obligations.

6.2 Payment to Contractor Upon Termination. If the Agreement is terminated, Gilbert shall pay the Contractor for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

7. ASSURANCES

7.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and any Regulations relative to nondiscrimination on the grounds of race, color or national origin.

7.2 Examination of Records. The Contractor agrees that duly authorized representatives of Gilbert shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement.

7.3 Ownership of Document and Other Data. Original documents and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of Gilbert unless otherwise agreed to by both parties. Gilbert may use such documents for other purposes without further compensation to the Contractor; however, any reuse without written verification or adaptation by Contractor for the specific purpose intended will be at Gilbert's sole risk and without liability or legal exposure to Contractor. Any verification or adaptation of the documents by Contractor for other purposes than contemplated herein will entitle Contractor to further compensation as agreed upon between the parties.

7.4 Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

7.5 Independent Contractor. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not Gilbert's employee for all purposes, including, but not limited to,

the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers' Compensation Law, and Arizona Unemployment Insurance Law. The Contractor agrees that it is a separate and independent enterprise from Gilbert, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and Gilbert, and Gilbert will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. FOR SOLE PROPRIETORS ONLY: The Contractor shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits attached hereto and incorporated by reference.

7.6 Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Gilbert at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Gilbert retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

7.7 Equal Treatment of Workers. Contractor shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration ("OSHA") and the Fair Labor Standards Act ("FLSA"). Contractor shall protect and indemnify Gilbert and its representatives against any claim or liability arising from or based on the violation of such, whether by Contractor or its employees.

7.8 Exclusive Use of Services - Confidentiality. The services agreed to be provided by Contractor within this Agreement are for the exclusive use of Gilbert and Contractor shall not

engage in conflict of interest nor appropriate Gilbert work product or information for the benefit of any third parties without Gilbert consent.

7.10 Sole Agreement. There are no understandings or agreements except as herein expressly stated.

7.11 Notices. Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

GILBERT:

CONTRACTOR:

Town Manager
Town of Gilbert
50 East Civic Center Drive
Gilbert, Arizona 85296

The address may be changed from time to time by either party by serving notices as provided above.

7.12 Controlling Law. This Agreement is to be governed by the laws of the State of Arizona.

8. SUSPENSION OF WORK

8.1 Order to Suspend. Gilbert may order the Contractor, in writing, to suspend all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of Gilbert.

8.2 Adjustment to Contract Fee. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of Gilbert in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

9. INTERESTS AND BENEFITS

9.1 Interest of Contractor. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

9.2 Interest of Town Members and Others. No officer, member or employee of Gilbert and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

9.3 Notice Regarding A.R.S. § 38-511. This Contract is subject to cancellation under Section 38-511, Arizona Revised Statutes.

10. ASSIGNABILITY

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of Gilbert thereto.

IN WITNESS WHEREOF, Gilbert and the Contractor have executed this Agreement as of the date first written.

TOWN OF GILBERT

By: _____
Douglas Boyer, Purchasing Administrator

APPROVED AS TO FORM:

By: _____
L. Michael Hamblin
Town Attorney

CONTRACTOR

By: _____
Its: _____

EXHIBIT A
SCOPE OF WORK

[ATTACH SCOPE FROM THE REQUEST FOR PROPOSALS – SECTION III and IV)]

EXHIBIT B
CONTRACTOR'S KEY PERSONNEL AND SUBCONTRACTORS

KEY PERSONNEL:

SUBCONTRACTORS:

No Subcontractor shall be used in performing any of the work. All work shall be performed by contractor's employees.

EXHIBIT C
SCHEDULE OF SERVICES

[IF A SCHEDULE IS NOT APPLICABLE TO THIS CONTRACT, FILL IN “N/A”]

EXHIBIT D
PAYMENT SCHEDULE

A. Compensation

1. The consideration of payment to Contractor, as provided herein shall be in full compensation for all of Contractor's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.

Description

Amount

B. Method of Payment

Invoices can be mailed to:

Town of Gilbert Parks Maintenance

90 E Civic Center Drive

Gilbert AZ 85296

OR—emailed to laurel.miller@gilbertaz.gov

C. Reimbursable Costs

There are no reimbursable costs for this contract

.

**EXHIBIT E
CHANGE ORDER**

CHANGE ORDER NO. _____

Distribution:	GILBERT	[]
	CONTRACTOR	[]
	OTHER	[]

PROJECT: _____

DATE:

OWNER: Town of Gilbert

CONTRACTOR:

AGREEMENT DATED:

CHANGES: The Agreement is changed as follows:

Not valid until signed by both Gilbert and Contractor.
Signature of Contractor indicates acceptance.

The original compensation was _____

Net change by previously authorized Change Orders _____

The compensation prior to this Change Order was _____

The compensation will be increased by this Change Order in the amount of

The new compensation under the Agreement including this Change Order will be

The Contract Time will increase by _____

_____**ACCEPTANCE STATUS:**

Contractor
By _____

Town of Gilbert
By _____

Date _____

Date _____

STATE SOLE PROPRIETOR'S WAIVER (ATTACH)

[CONTRACT BOND]

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 50% of the CONTRACT amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter
“Principal”), and _____, a
corporation organized and existing under the laws of the State of _____, duly
licensed in and holding a certificate of authority to transact surety business in the State of
Arizona issued by the Director of the department of Insurance pursuant to Title 20, Chapter 2,
Article 1, (hereinafter “Surety”), as Surety are held and firmly bound unto Gilbert, County of
Maricopa, State of Arizona in the amount of _____ Dollars
(\$_____), for the payment of which, the Principal and Surety bind themselves, and
their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has entered into a certain written CONTRACT with
Gilbert, entitled _____.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH,
that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms,
conditions and agreements of the CONTRACT during the original term of the CONTRACT and
any extension of the CONTRACT with or without notice to the Surety, and during the life of the
guaranty required under the CONTRACT, and also performs and fulfills all of the undertakings,
covenants, terms, conditions and agreements of all duly authorized modifications of the
CONTRACT that may hereinafter be made, notice of which modifications to the Surety being
hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions
of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this Bond shall
be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona
Revised Statutes, to the extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this Bond shall recover as part of the judgment
reasonable attorney fees that may be fixed by a judge of the court.

This Bond shall not be executed by an individual surety or sureties, even if the
requirements of A.R.S. Section 7-101 are satisfied.

Witness our hands this _____ day of _____, 20____.

PRINCIPAL

SEAL

By _____

SURETY

SEAL

By _____

Address of Surety:

AGENT OF RECORD

AGENT ADDRESS

* attach Power of Attorney

[LABOR AND MATERIALS BOND]
STATUTORY PAYMENT BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 50% of the CONTRACT amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter
“Principal”), as Principal and _____, a corporation
organized and existing under the laws of the State of _____, duly licensed in and
holding a certificate of authority to transact surety business in the State of Arizona issued by the
Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter
“Surety”), as Surety are held and firmly bound unto Gilbert, County of Maricopa, State of
Arizona in the amount of _____ Dollars
(\$_____), for the payment of which the Principal and Surety bind themselves, and
their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has entered into a certain written CONTRACT with
Gilbert, entitled _____.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH,
that if the Principal promptly pays all monies due to all persons supplying labor or MATERIALS
to the Principal or the Principal’s SUBCONTRACTORS in the prosecution of the WORK
provided for in the CONTRACT, this obligation is void. Otherwise it remains in full force and
effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions
of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this Bond shall
be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter
2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this
Agreement.

The prevailing party in a suit on this Bond shall recover as part of the judgment
reasonable attorney fees that may be fixed by a judge of the court.

This Bond shall not be executed by an individual surety or sureties, even if the
requirements of A.R.S. Section 7-101 are satisfied.

Witness our hands this _____ day of _____, 20____.

PRINCIPAL SEAL

By _____

SURETY SEAL

By _____

Address of Surety:

AGENT OF RECORD

AGENT ADDRESS

* Attach Power of Attorney